

PART IV – REPRESENTATIONS, CERTIFICATIONS, AND INSTRUCTIONS

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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PART IV – REPRESENTATIONS, CERTIFICATIONS, AND INSTRUCTIONS

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Federal Acquisition Regulations	http://www.arnet.gov/far/
Federal Acquisition Forms	http://www.gsa.gov/forms/far/number.htm
Department of Energy Acquisition Regulations	http://www.pr.doe.gov/dear.html and http://farsite.hill.af.mil/vfdoe1.htm

L.2 FAR 52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004)

(a) *Definitions.* As used in this provision –

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the Offeror being allowed to revise its proposal.”

“In writing,” “writing,” or “written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

- (b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).
- (c) *Submission, modification, revision, and withdrawal of proposals.*
 - (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages
 - (i) addressed to the office specified in the solicitation, and
 - (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the Offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.
 - (2) The first page of the proposal must show –
 - (i) The solicitation number;
 - (ii) The name, address, and telephone and facsimile numbers of the Offeror (and electronic address if available);
 - (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
 - (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation; and
 - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
 - (3) *Submission, modification, revision, and withdrawal of proposals.*
 - (i) Offerors are responsible for submitting proposals, and any modification, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
 - (ii)

- (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and --
 - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (3) It is the only proposal received.
 - (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
 - (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
 - (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an Offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the Offeror may propose to provide any item or combination of items.

- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
 - (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
 - (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
 - (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the Offeror).
- (e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall –
- (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and
 - (2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.
- (f) *Contract award.*
- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible Offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
 - (2) The Government may reject any or all proposals if such action is in the Government's interest.

- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the Offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with Offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful Offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) If a post-award debriefing is given to requesting Offerors, the Government shall disclose the following information, if applicable:
 - (i) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.
 - (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed Offeror and past performance information on the debriefed Offeror.

- (iii) The overall ranking of all Offerors, when any ranking was developed by the agency during source selection.
- (iv) A summary of the rationale for award.
- (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful Offeror.
- (vi) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

L.3 FAR 52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES - IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009)

L.4 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost-Plus-Award-Fee contract resulting from this solicitation.

L.5 FAR 52.219-24 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-TARGETS

- (a) This solicitation contains a source selection factor or subfactor related to the participation of small disadvantaged business (SDB) concerns in the contract. Credit under that evaluation factor or subfactor is not available to an SDB concern that qualifies for a price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, unless the SDB concern specifically waives the price evaluation adjustment.
- (b) In order to receive credit under the source selection factor or subfactor, the Offeror must provide, with its offer, targets, expressed as dollars and percentages of total contract value, for SDB participation in any of the North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. The targets may provide for participation by a prime Contractor, joint venture partner, teaming arrangement member, or subcontractor; however, the targets for subcontractors must be listed separately.

L.6 FAR 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

L.7 FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Department of Energy,
Environmental Management Consolidated Business Center (EMCBC)
250 East 5th Street, Suite 500
Cincinnati, OH 45202

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
- (c) DEAR 952.233-2 SERVICE OF PROTEST (MAY 2010);

Another copy of a protest filed with the Government Accountability Office shall be furnished to the following address within the time periods described in paragraph (b) of this clause: U.S. Department of Energy, Assistant General Counsel for Procurement and Financial Assistance (GC-61), 1000 Independence Avenue, S.W., Washington, DC 20585, Fax: (202) 586-4546.

L.8 FAR 52.237-1 SITE VISIT (APR 1984)

L.9 FAR 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

L.10 DEAR 952.219-70 DOE MENTOR-PROTÉGÉ PROGRAM (MAY 2000)

L.11 DEAR 952.233-4 NOTICE OF PROTEST FILE AVAILABILITY (AUG 2009)

L.12 DEAR 952.233-5 AGENCY PROTEST REVIEW (SEP 1996)

L.13 DEAR 970.5209-1 REQUIREMENT FOR GUARANTEE OF PERFORMANCE (DEC 2000)

L.14 DEAR 970.5227-7 ROYALTY INFORMATION (DEC 2000)

L.15 DEAR 970.5227-9 NOTICE OF RIGHT TO REQUEST PATENT WAIVER (DEC 2000)

L.16 PROPOSAL PREPARATION INSTRUCTIONS - GENERAL

- (a) Offerors are expected to be sufficiently knowledgeable of the missions and administrative procedures of the WIPP Site to adequately prepare their offers and other proposal information to be submitted under this solicitation. The DOE has established a Website that contains various available reference documents and other organizational Websites of interest for the Offeror's information and use in connection with preparing an Offer under this solicitation. Such documents/information can be accessed from links at the solicitation Website at: www.emcbc.doe.gov/wippmo.

Offerors are cautioned that the information, reference documents and organizational Websites contained in the above URL address are not, nor was it intended to be, all inclusive. Offerors are strongly urged to perform their own additional research using these and other available sources.

- (b) The term "Offeror" as used in this Section L refers to the single legal entity submitting the offer. The work performed by the Offeror shall be conducted by a dedicated corporate entity separate from its parent organization(s) that will be totally responsible for all contract activities (see Section H clauses entitled "Separate Corporate Entity" and "Performance Guarantee"). The entity may be a corporation, a limited liability corporation, or other legal entity and may be pre-existing or newly formed for this contract.
- (c) As used in this solicitation, the term "team member" is used to generically identify any other entity identified in the Offeror's proposal as being responsible for performance of any of the work required by the contemplated contract and is a member of a teaming arrangement (see FAR 9.601) formed by the Offeror. Team members include proposed major subcontractors [defined as subcontractors proposed to perform subcontracts of \$10 million or more per contract period (five years)].
- (d) No classified information shall be included in this solicitation, the Offeror's written information or the Offeror's oral presentation.
- (e) Solicitation Questions/Comments. Questions or comments regarding this solicitation shall be submitted to wippmo@emcbc.doe.gov. Submission of Solicitation Questions/Comments by other means is not authorized.
- (f) Proposals shall be structured in three separate volumes as follows:
 - (1) Volume I – The Offer
 - (2) Volume II – Technical Proposal
 - (3) Volume III – Cost Information
 - (4) The Volumes I, II and III shall comply with the following specifications:
 - (i) a) Volumes I, II and III text shall be prepared using Microsoft (MS) Word (version 2002) using a minimum 12 font size and Times New Roman font style. Volume III cost information calculations and proposed subcontract cost information calculations, if any, should be prepared in the software currently utilized by the Offeror. The proposal must be in compliance with FAR Part 15. Multiple files may be submitted for each Volume; however, each file must clearly identify the Volume number and the sequence to which it relates. Reference(s) to another part, or section, of the proposal may be appropriate in order to avoid duplication of detailed information. Page layout shall not utilize newsletter-style or other column style formatting.
 - b) Include the Offeror's point of contact (name and telephone number) that can assist the CO with technical questions/problems, if any, associated with the electronic files.
 - c) Proposals must be clearly and concisely written, indexed (cross-indexed as appropriate), and logically assembled. All pages of each volume shall be appropriately numbered, identified with the name of the Offeror, the date, the

solicitation number, and the legend at FAR 52.215-1 paragraph (e), "Restriction on Disclosure and Use of Data," as appropriate, on each page. This is the only information that can be displayed within the one-inch top, bottom, and side margins.

d) Major subcontractors and/or team member submissions of proprietary information may provide a password protected document (file) to the Offeror for submission to DOE. The major subcontractors and/or team member should also provide the password directly to the CO, and identify the name of the Offeror. Hard copies of proprietary information should be provided in a separate envelope with the appropriate proposal Volume. The major subcontractor(s) and/or team member(s) proposal must adhere to the date and time for submission of proposals specified in Section L.17 as well as other solicitation requirements.

(ii) Offers submitted by facsimile methods will not be accepted.

(iii) In addition to the electronic version, Offerors shall submit a hard copy of the proposal as follows:

(1) Volume I – The Offer – Three (3) Signed Originals and five (5) copies

(2) Volume II – Technical Proposal – One (1) Original and ten (10) copies

(3) Volume III – Cost Information – One (1) Original and ten (10) copies

(g) Page and Size Limitations for Volumes.

The Transmittal Letter shall be limited to one (1) page and is not considered as part of Volumes I, II, or III. There is no page limitation for the Offer (Volume I) or the Cost Information (Volume III). The Technical Proposal (Volume II) shall not exceed 50 pages. An Executive Summary or Overview of Volume II may be provided in Volume II and shall be included in the 50 page limitation. The following are excluded from the overall page count limitation:

- Resumes and related Letters of Commitment;
- Past Performance Information Forms, including performance assessments and the list of contracts, if any, shall be packaged in a separate binder(s) and appended to the Volume II submission; and
- Volume II associated Table of Contents, list of Figures/Glossary of Acronyms, dividers, tabs or similar inserts that do not provide any substantive information.

Each volume shall contain a glossary of all abbreviations and acronyms used, including a definition for each.

(h) Page Formatting and Restrictions. The following page formatting and restrictions shall apply:

- (1) Page size shall be 8.5 x 11 inches, not including foldouts. Page margins shall be a minimum of one inch at the top, bottom, and each side. Pages shall be numerically numbered sequentially by volume (e.g. Volume I – 1, Volume I – 2,

- Volume I – 3). For the Volume II Table of Contents and list of Figures/Glossary of Acronyms, the page(s) shall use the following number style: Volume II - i, Volume II - ii, Volume II - iii, etc. Text, Graphs, tables and spreadsheets, if used, must be prepared using a minimum 12 font size and Times New Roman font style. Offerors should format tables, diagrams, charts and/or other graphic illustrations so that the Microsoft Word “Find” function can be used. When both sides of a sheet display printed material, they will be counted as two (2) pages.
- (2) Foldouts of charts, tables, diagrams, or drawings shall not exceed 11 x 17 inches, if used. Foldout pages shall fold entirely within the volume and each side (front or back) of a foldout is considered two (2) pages for purposes of determining the number of pages. When both sides (front and back) of a foldout display contain printed material, they will be counted as four (4) pages. Page margins for the foldouts shall be a minimum of one inch at the top, bottom, and each side. Foldouts may only be used for large tables, charts, graphs, diagrams, and other schematics, and not for pages of text.
- (3) Information in Volume II will only be read and evaluated to the limitation of 50 pages. Page counting will begin with the first page and continue up to the page limitation. Pages exceeding the page count will not be read or evaluated.

L.17 TIME, DATE, AND PLACE OFFERS AND PROPOSAL INFORMATION ARE DUE

- (a) All Offers and Proposal Information, regardless of method of delivery, must be received on or before **MM/DD/YYYY by 4:00 p.m. Local Time**.
- (b) Mailed hard copies of Offers and Proposal Information shall be marked as follows:

FROM: Offeror's Name

MAIL TO: U S. Department of Energy
ATTN: Bill Hensley, Contracting Officer
110 Boggs Lane, Suite 450
Springdale, OH 45246

SOLICITATION No. DE-SOL-0002555

If the Offeror elects to forward the Offer and the Proposal Information by means other than the U.S. Mail, it assumes the full responsibility of ensuring that the Offer is received at the place and by the date and time specified in this solicitation.

- (c) Hand Carried/Overnight Mail hard copies of Offers and Proposal Information shall be marked as follows:

FROM: Offeror's Name

HAND CARRY OR OVERNIGHT MAIL TO:

U. S. Department of Energy
ATTN: Bill Hensley, Contracting Officer

110 Boggs Lane, Suite 450
Springdale, OH 45246

SOLICITATION No. DE-SOL-0002555

It may not be possible to hand carry the package(s) outside of the hours 7:30 a.m. to 4:00 p.m. on Federal workdays. Delivery to any other location than that specified herein is unacceptable.

- (d) Express Mail hard copies of Offers and Proposal Information shall be marked as follows:

FROM: Offeror's Name

TO: U S. Department of Energy
ATTN: Bill Hensley, Contracting Officer
110 Boggs Lane, Suite 450
Springdale, OH 45246

SOLICITATION No. DE-SOL-0002555

L.18 OFFER ACCEPTANCE PERIOD

The minimum offer acceptance period is 365 calendar days after the required date for receipt of Offers. Block 12 of the SF 33 "Solicitation, Offer, and Award" does not apply.

L.19 CONTENT OF RESULTING CONTRACT

Any contract awarded as a result of this solicitation will contain Part I – The Schedule, Part II – Contract Clauses, Part III, Section J – List of Documents, Exhibits and Other Attachments.

L.20 ALTERNATE OFFERS

Alternate offers are not solicited and will not be evaluated.

L.21 FALSE STATEMENTS

Offers and Proposal Information must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements therein is prescribed in 18 U.S.C. 1001.

L.22 EXPENSES RELATED TO OFFER AND OTHER WRITTEN AND ORAL INFORMATION

This solicitation does not commit the Government to pay any costs incurred in the submission of any offer and other written and oral information, or in making necessary studies or designs for the preparation thereof or to acquire or contract for any services.

L.23 NON-FEDERAL PERSONNEL SUPPORT

Offerors are advised that DOE Contractor personnel may assist the Government during the Government's evaluation of proposals. These persons shall be authorized access to only those portions of the proposal data and discussions that are necessary to enable them to provide specific technical advice on specialized matters or on particular problems. These individuals will be required to protect the confidentiality of any specifically identified trade secrets and/or privileged or confidential commercial or financial information obtained as a result of their participation in this evaluation. They shall be expressly prohibited from scoring, ranking, or recommending the selection of a source.

L.24 RESPONSIBLE PROSPECTIVE CONTRACTORS

- (a) The general and additional minimum standards for responsible prospective Contractors set forth at 48 CFR 9.1 and 48 CFR 909.1 apply.
- (b) DOE may conduct pre-award surveys in accordance with 48 CFR 9.106 and may solicit from available sources, relevant information concerning the Offeror's record of past performance, and use such information in making determinations of an Offeror's responsibility.
- (c) See also Section L.13 above.

L.25 DISPOSITION OF OFFERS AND PROPOSAL INFORMATION

Proposals or bids will not be returned, except for timely withdrawals. Proposals not required for official record retention will be destroyed. Drawings, specifications, and other documents supplied with the solicitation may be retained by the Offeror (unless there is a requirement for a document to be completed and returned as a part of the offer).

L.26 RESTRICTIONS ON OFFEROR CONTACTS WITH EMPLOYEES OF INCUMBENT CONTRACTOR

No on-site (WIPP) contacts of any kind with employees of the current incumbent Contractor are permitted related to this solicitation. Contacts with employees are permitted; however, such contacts and interviews must take place outside the normal working hours of such employees and at off-site locations.

L.27 CENTRAL CONTRACTOR REGISTRATION REQUIREMENTS

The Offeror's attention is directed to the requirements of the clauses in Section I entitled, FAR 52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration (Oct 2003) and FAR 52.204-7 Central Contractor Registration (CCR). FAR 52.204-7 states in part:

"(b)(1) By submission of an offer, the Offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation."

.....

“(d) If the Offeror does not become registered in the CCR database in the time prescribed by the CO, the CO will proceed to award to the next otherwise successful registered Offeror.”

“(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.”

L.28 CLASSIFIED MATERIAL

Some performance under the proposed contract may involve access to classified material. Therefore, the Offeror may be required to obtain necessary security clearances for personnel who will have access to classified material.

L.29 QUESTIONS ON SOLICITATION

All questions concerning this solicitation shall be submitted electronically through the WIPP M&O acquisition website, wippmo@emcbc.doe.gov. The Government requests that this process be used rather than letters, emails, or phone calls. Answers to the questions submitted will be posted on the WIPP M&O acquisition website at www.emcbc.doe.gov/wippmo

L.30 INTENT TO PROPOSE

Offerors intending to submit an offer in response to this RFP, should complete the information in the Intention to Propose Form (see Section L, Attachment C) and submit by facsimile to Bill Hensley, at 513-246-0075 no later than 30 days prior to the proposal due date. Any response does not commit or restrict interested parties in any way regarding their future participation in this process.

L.31 FACILITY CLEARANCE AND DISCLOSURE OF FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE

The Contractor shall obtain a Facility Clearance and provide foreign ownership, control, or influence (FOCI) information to DOE. Refer to Section K, “DEAR 952.204-73 FACILITY CLEARANCE (MAY 2002)” for instructions on information required to be submitted with the Offeror’s proposal submission. An SF 328 is attached to Section K. A contract award may not be made unless the information required by DEAR 952.204-73 is provided and the CO has determined that award of a contract to an Offeror will not pose an undue risk to the common defense and security in accordance with DEAR 904.7004.

L.32 ELECTRONIC SUBMISSION

The electronic quotation submitted through FedConnect to STRIPES constitutes the official offer and proposal. Offerors shall access STRIPES via FedConnect (website link below):

<http://www.compusearch.com/products/fedconnect/vendors>

L.33 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME I, THE OFFER

Volume I, The Offer, consists of the offer to enter into a contract to perform the desired work and includes the items identified in the following paragraphs in the order listed.

- (a) The Offeror shall provide the administrative information, as required by the Section L provision FAR 52.215-1, paragraph (c) (2), as the first page of Volume I.
- (b) The Offeror shall submit a fully completed and executed Standard Form (SF) 33. Section A of this solicitation contains an SF 33 for the contract to be awarded under this solicitation. Offerors must submit three original signed copies of the SF 33 documents, which are fully compliant with the requirements of this solicitation provision.
 - (1) The person signing the SF 33s must have the authority to commit the Offeror to all of the provisions of the resulting contract (See Section L provision entitled "Content of Resulting Contract"), fully recognizing that the Government intends to make an award without discussions.
 - (2) In Block 14 of all SF 33s, the Offeror must acknowledge receipt of all amendments to this solicitation as required by the Section L provision FAR 52.215-1 "Instructions to Offerors – Competitive Acquisition."
 - (3) By signing and submitting the SF 33, the Offeror commits to accept the resulting contract (See Section L provision entitled "Content of Resulting Contract") as written and to comply with the other provisions of the solicitation. Any exceptions or deviations by the Offeror to the terms and conditions stated in this solicitation for inclusion in the resulting contract may make the offer unacceptable for award without discussions.
- (c) The Offeror shall submit fully completed Section K, Representations, Certifications, and Other Statements of Offerors. The parent organization of each team member must separately complete, sign, and submit the Section K, Representations, Certifications, and Other Statements of Offerors.
- (d) Organizational Conflicts of Interests Disclosure. Offeror, teaming or joint venture partners and major subcontractors (subcontracts of \$10 million or more) shall provide the statement described in Section K, "Organizational Conflicts of Interest Disclosure".
- (e) The Offeror shall provide a completed Section H clause titled, "Responsible Corporate Official and Corporate Board of Directors". The Offeror shall provide, by name and affiliation, the Responsible Corporate Official. The Offeror shall identify by name each member of the Corporate Board of Directors that will have corporate oversight of the management operations of the proposed Offeror organization and Key Personnel. If the Offeror's proposed organization is a joint venture, newly-formed Limited Liability Company (LLC), or other similar entity where more than one company is involved in a business relationship created for the purpose of performing under the resultant contract, the Offeror shall provide the information required by this provision for that formal organizational element established to act in a manner that is functionally equivalent to a Corporate Board of Directors.

- (f) A description of the role of the Corporate Board of Directors in providing corporate oversight, corporate assurances, and resource commitments to ensure that the proposed organizational structure and Key Personnel effectively manage and accomplish the work contemplated under the resulting contract. If the Offeror's proposed organization is a joint venture, newly-formed Limited Liability Company (LLC), or other similar entity where more than one company is involved in a business relationship created for the purpose of performing under a resultant contract, the Offeror shall provide a complete copy of the teaming agreement(s) and operating agreement (if applicable) that describes the business arrangement between the entities. Proposals received from a joint venture, team or LLC must identify the one member/partner that will have a majority interest and be responsible for the Offeror's actions.
- (g) The Contract Clause in Section H entitled "Performance Guarantee" requires the Offeror's parent organization(s) or all member organizations if the Offeror is a joint venture, limited liability company, or other similar entity, to guarantee performance of the contract. The Offeror shall submit a fully completed and executed Performance Guarantee Agreement (see Section L provision entitled "Requirement for Guarantee of Performance"). Section L, Attachment A "Performance Guarantee Agreement" contains the minimum acceptable Performance Guarantee Agreement conditions that will be acceptable to DOE. The Offeror shall not modify the Attachment A as provided. This Agreement will become part of the resulting contract as an Attachment to Section J. The Offeror shall submit the last three annual reports for the parent organization providing the Performance Guarantee Agreement.
- (h) Small Business Subcontracting Plan. In accordance with Section I Clause entitled FAR 52.219-9, "Small Business Subcontracting Plan," an acceptable Small Business Subcontracting Plan is required to be submitted as part of Volume I for Government Fiscal Year (FY) 2013 (October 1, 2012 through September 30, 2013). Section L, Attachment B, "Instructions for Small Business Subcontracting Plan", provides a model Subcontracting Plan outline and instructions for preparing the Subcontracting Plan. This Plan will become a part of the contract as an Attachment to Section J. Annual plans for future fiscal years shall be incorporated into the contract by a separate supplemental agreement contract modification.

The Offeror, in developing its proposed plan, shall establish specific goals for each small business category as follows:

- small businesses (includes small business, HUBZone small business, small disadvantaged, woman-owned small business; veteran-owned small business; and service disabled veteran-owned small business);
- service disabled veteran-owned small business;
- HUBZone small business;
- small disadvantaged business; and
- woman-owned small business.

The Offeror's plan shall address the eleven elements identified in FAR 52.219-9(d). The Offeror shall establish goals that afford small businesses with the

maximum practicable opportunity to participate in contract performance consistent with efficient performance.

For information purposes, DOE has established the following Small Business Subcontracting Plan goals for FY13:

Small Business (SB)	41.3 percent
Small Disadvantaged Business (SDB)	6.33 percent
Women-Owned Small Business (WOSB)	5.76 percent
HUBZone Small Business	2.22 percent
Service-Disabled Veteran-Owned	1.25 percent

Each Offeror is strongly encouraged to consider this information in establishing goals under its proposed Small Business Subcontracting Plan. DEAR 970.1907-4 Subcontracting Plan Requirements is applicable to the performance of the contract. The Plan shall also contain the terms in DEAR 970.1907-4, including the annual negotiation of the goals when revised funding levels are determined

- (i) Contractor Community Commitment Plan. In accordance with Section H.51 entitled "Contractor Community Commitment" an acceptable Contractor Community Commitment Plan is required to be submitted as part of Volume I for Government Fiscal Year (FY) 2013 (October 1, 2012 through September 30, 2013). This Plan will become a part of the contract as an Attachment to Section J. Annual plans for future fiscal years shall be incorporated into the contract by a separate supplemental agreement contract modification.
- (j) Offerors are cautioned that they must complete certain sections of the uniform contract since discussions are not anticipated.
- (k) Equal Opportunity Compliance. The Offeror shall provide all of the information required to perform a pre-award on-site equal opportunity compliance evaluation in accordance with FAR 52.222-24. This information shall include, but not be limited to, the company name, address, phone number and the point of contact for EEOC. This information shall be provided for the Offeror any and all performing entities. For major subcontractors, this information shall be provided for subcontracts of \$10M or more.
- (l) Offerors may not take any exceptions or deviations to the RFP. Any exceptions taken must contain sufficient Implication and justification to permit evaluation. The benefit, if any, to the Government shall be explained for each exception/deviation taken. The Offeror's attention is directed to paragraph (c) in Section M-1 related to award without discussions and the taking of exceptions.
- (m) A copy of the legal document to support any teaming agreement shall be provided.

L.34 PROPOSAL PREPARATION INSTRUCTIONS – VOLUME II, TECHNICAL PROPOSAL

The Offeror shall provide the following information for the Technical portion of the proposal.

(a) Key Personnel and Organizational Structure

(1) Key Personnel Written Information:

Key Personnel: The Offeror shall describe its rationale for the key positions proposed by the Offeror for the successful accomplishment of the work being performed under the contract(s). The Key Personnel positions shall include, at a minimum, the Project Manager, Operations Manager, Central Characterization Program (CCP) Manager, and Chief Financial Officer (CFO). In addition, the Offeror may propose other key personnel in the performance of the contract.

The Offeror shall describe proposed Key Personnel's demonstrated leadership; relevant experience and qualifications in performing work similar in size, scope, and complexity to the PWS; and qualifications (e.g. education, certifications, licenses) as presented in the resumes.

Resumes: The Offeror shall provide written resumes in the format shown in Attachment D in Section L for the proposed Key Personnel. The resumes shall describe demonstrated leadership, experience in performing work similar in size, scope, and complexity to the PWS, and qualification (e.g., education, licenses, certifications). Resumes shall describe how work experience relates to contract scope and the individual's capability to function effectively in the proposed position. Do not provide resumes of non-key personnel. Only one resume may be submitted per key person, and only one person may be proposed for each proposed Key Personnel position. Each resume shall not exceed 3 pages in length not including a letter of commitment as described below. Additional pages will not be evaluated. The proposed Key Personnel will be identified in Section H, "Key Personnel" of the contract.

References: The Offeror shall provide three references for each of the proposed Key Personnel. The DOE has no obligation to contact the references submitted; however, Offerors and Key Personnel are advised that DOE may contact references and previous employers to verify the accuracy of resume information. Information found to be inaccurate may result in a lower rating.

Letter of Commitment: The Offeror shall provide a signed Letter of Commitment in the format shown in Attachment E in Section L from each proposed key person. The Letter of Commitment must reflect the individual's unconditional agreement to accept the position for a minimum of two (2) years from the date contract performance begins if the Offeror is awarded the contract. Resumes with letters of commitment are to be submitted in Volume II. However, this information is excluded from the Volume II page limitations. Failure to submit resumes and Letters of Commitment in the format shown may result in a lower rating.

(2) Oral Presentation Information:

DOE will conduct an Oral Presentation session with all proposed Key Personnel for each Offeror. Attendance is limited to Key Personnel only. Each proposed Key Person shall be physically present and actively participate during the Oral

Presentation. The information provided by the Offeror during Oral Presentations does not revise the Offeror's written proposal.

DOE will provide a sample problem and interview questions on the day of the Oral Presentation. The sample problem will be provided for resolution to the entire key personnel team. Interview questions will be provided to each of the proposed key personnel. The oral presentation day schedule and activities are outlined below:

KEY PERSONNEL ORAL PRESENTATION SCHEDULE		
Time Allocation (approx)		Activity
	10 min.	Welcome by DOE and Introduction
	20 min.	Offeror Introduction
	2 hours	Interviews
	2 hours	Sample Problem

The Offeror may only use DOE provided notepads, flipcharts, and markers during the Offeror's preparation of its response to the interview questions and the Offeror's presentation of its response to DOE. DOE will retain all notepads and flipcharts.

The Offeror may not bring any electronic equipment into the Oral Presentation. Prohibited items include but are not limited to computers/laptops, cell phones, PDAs, cameras, video or audio recording equipment. In addition, the Offeror may not bring any presentation or reference material including its written proposal.

DOE will videotape each Offeror's presentation. The SEB reserves the right to observe the Offeror's preparation process. A copy of the videotape will be available to the Offeror, upon request, after contract award.

It is not the Government's intent to incorporate any portion of the Oral Presentation into the contract resulting from this solicitation. The Oral Presentation will not constitute discussions as defined in FAR 15.306(d), nor will it obligate the Government to conduct discussions, to solicit offer revisions, or to solicit final proposal revisions. The Oral Presentation shall not be used to cure deficiencies or weaknesses in the written proposal information, and shall not in any way revise the written proposal information.

DOE will schedule the Oral Presentations based on random selection and will give each Offeror at least two weeks prior notice of the date, time, location, and other instructions related to its Oral Presentation. DOE reserves the right to conduct the Oral Presentations prior to the above timeline or reschedule an Offeror's Presentation. DOE will not consider a request from an Offeror to reschedule its Oral Presentation except under extenuating circumstances, e.g., personal sickness or emergency. Each Offeror shall participate in an Oral Presentation to DOE as part of its Technical Proposal. The Oral Presentation will be provided by the Offeror's proposed Key Personnel.

(3) Organizational Structure Written Information

The Offeror shall describe its organizational structure and approach to include the following:

Organizational Chart: The Offeror shall provide an organizational chart graphically depicting the Offeror's proposed internal organization of its own personnel, including the location of each key personnel. All major functional areas, which the Offeror considers essential for the management and performance of the work, should be reflected in the organizational chart.

Rationale for Organizational Structure: Describe the rationale for the proposed organizational structure in relation to: 1) meeting the requirements of the Performance Work Statement (PWS), 2) any applicable work breakdown structure (WBS), and 3) the Offeror's proposed approach to execute the work. Describe how the proposed organizational structure and approach attains the proper balance between achieving mission and operational effectiveness while promoting organizational efficiencies.

Roles and Responsibilities and Lines of Authority: Describe the roles and responsibilities for the major functional areas of the organization and the lines of authorities between organizational elements. Describe the roles and responsibilities and lines of authority between the Offeror and its major subcontractors and any other performing entities. Describe the roles and responsibilities to the PWS and any applicable work breakdown structure (WBS).

Corporate Officials and Board of Directors: The Offeror shall describe its approach to providing corporate oversight, corporate assurances, and resource commitments to ensure that the proposed organizational structure and Key Personnel effectively manage and accomplish the work contemplated under the resulting contract.

Teaming Agreements: If the Offeror is an LLC, joint venture or other similar entity, describe how the Offeror will assure that it will operate in a seamless manner in relation to its multi-member, shared ownership. Identify the employer of any proposed key personnel or other manager to be selected after award that will be responsible for the management of a major functional area of the PWS. Distinguish, as applicable, between employment by the Offeror or another entity, e.g., LLC.

Major Subcontractors:

- i. Identify any named major subcontractors or other performing entities (including members in an LLC, joint venture, or other similar entity) and the specific work proposed to be performed by each.
- ii. Describe the rationale for the proposed performance of work by major subcontractors as opposed to the Offeror's own employees.
- iii. Describe how the major subcontractor's work will be integrated and controlled within the overall work to be performed.

Features and Benefits: Describe any features and benefits of the Offeror's proposed organization (including any and all performing entities such as subcontractors, and/or members of a joint venture or LLC).

Organizational Responsibilities: Describe the Offeror's organizational responsibilities and approach to interfacing with any outside entities that relate to, or affect, the Offeror's performance of the work, including the Department of Energy (DOE), other DOE prime contractors, regulatory agencies, state and local government, the public and other entities.

(b) Management Approach

The Offeror shall describe its proposed approach to managing and operating activities at the WIPP. The Offeror shall demonstrate the depth, quality, effectiveness, and completeness of the Offeror's approach to performing the work described in the PWS, including the approach to planning and implementing the WIPP operations and waste characterization in the short term (i.e. 2 years) and long term (i.e. contract period of performance and through the lifecycle of the WIPP operations); approach to research and development initiatives that have the objective of improving the operational efficiency of the WIPP and the National TRU Program; and the approach to integrating the NTP activities with the national laboratories, subcontractors, other DOE contractors, and the generating sites

The Offeror shall submit its proposed Transition Plan as part of the Management Approach. The Offeror should assume for proposal preparation purposes that the transition period will be no more than 90 days from contract award before assuming full authority and responsibility for the management and operation of activities defined in the Scope of Work and as set forth in Clause H entitled "Transition Activities." The Offeror shall provide a Transition Plan for the transition activities, describing the process and planned activities for conducting a safe, orderly transition, minimizing impacts on continuity of operations, identifying key issues and resolutions, and the approach to overcoming barriers. Describe planned interactions with DOE, the incumbent WIPP Contractor, incumbent employees, and other WIPP Contractors. The Transition Plan shall contain an implementation schedule identifying milestones and measurable commitments.

The Offeror shall describe its targets and approach to achieving the Small Disadvantaged Business (SDB) Participation Program Targets in Section L.5.

(c) Relevant Experience

Relevant Experience: The Offeror (including each entity as defined in Section L.16) shall describe its relevant experience in performing work similar in size, scope, and complexity to that described in the Performance Work Statement (PWS) to manage and operate WIPP. Size, scope and complexity are defined as follows: Size - dollar value and contract duration; scope - type of work (e.g., retrieval, characterization, disposal of approved wastes, transportation, environmental remediation, managing and operating activities and project support to these activities); and complexity - performance challenges and risk (e.g., types of waste including transuranic waste, environmental protection and regulatory compliance)

The Offeror (including each entity as defined in Section L.16) shall provide experience information on three (3) contracts performed by the Offeror and two (2) contracts performed by each proposed major subcontractors. The Offeror shall clearly identify the work that is to be performed by the proposed major subcontractors and the role and work that was performed by the proposed major subcontractors under the experience provided. The Offeror shall describe the size, scope, and complexity (as defined above) for the proposed major subcontractors under the projects/experience provided. For each of the contracts, the Offeror shall submit the Relevant Experience and Past Performance Reference Information Form as shown in Attachment F (Part 1) in Section L. The Offeror may attach additional pages, if necessary.

If the Offeror is a newly formed entity, the Offeror shall provide experience information on three (3) contracts for the individual entity or entities that comprise the newly formed entity. If the Offeror is a joint venture, LLC, or similar entity, the Offeror shall submit three (3) contracts for each member that comprise the joint venture, LLC, or similar entity. These contracts shall have been completed within the last five (5) years or currently ongoing. In addition, the Offeror shall provide the contract number; issuing entity; contract cost/price; contract type; contact name, address, and phone number; and duration of the contract. Contracts may be with Federal, state, and local governments and/or with commercial customers. The experience information shall identify the portion of the work (as both a percentage and the types of work activities) under each of the referenced contracts performed by the Offeror, major subcontractors, or other entity. For example, if the Offeror was a partner company in an LLC or a subcontractor during the performance of the referenced contract, the Offeror shall identify that portion of the work (as both a percentage and the types of work activities) the Offeror/subcontractor/other entity performed during the referenced contract.

(d) Past Performance

The Offeror (including each entity as defined in Section L.16) shall submit the past performance information described below as an attachment to Volume II Technical Proposal:

- for the same three contracts identified for relevant experience for the Offeror
- for the same two contracts identified for the major subcontractors relevant experience.

However, past performance information will be excluded from the page limitations for Volume II.

The Offeror shall submit the past performance information for the Offeror, teaming partners, LLC, joint venture partners and both major subcontractors, i.e., teaming partners, LLC, joint venture partners, major subcontractors proposed to perform subcontracts of \$10 million or more. If the Offeror is a new business entity, provide the

information required above for each of its teaming partners, LLC, joint venture partners, and its proposed major subcontractors.

For each of the contracts, the Offeror shall submit the Relevant Experience and Past Performance Reference Information Form as shown in Attachment F (Part 1) in Section L. The Offeror may attach additional pages, if necessary. In addition, the Offeror shall forward the Past Performance Information Questionnaire as shown in Attachment F (Part 3) in Section L for each contract or project cited above to the appropriate point of contact for that contract or project. The Offeror should use the Past Performance Information Questionnaire Cover Letter in Attachment F (Part 2) in Section L to identify the contract or project for the reference to which the questionnaire is being sent. The point of contact for each contract or project should complete and mail or hand-carry the questionnaire to the CO identified in the cover letter, prior to the closing date of the RFP. It is the Offeror's responsibility to ensure the Past Performance Questionnaires are returned to the Contracting Officer in accordance with Attachment F in Section L.

The contract or project information provided to the point of contact for completion of the questionnaire must be sufficient to enable cross-referencing of the Past Performance Reference Information Forms and the returned questionnaires.

The Government will review and consider all past performance information submitted by the Offeror's references, may contact some or all of the references provided by the Offeror, and may solicit past performance information from any other available sources including the Past Performance Information Retrieval System (PPIRS) containing Contractor Performance Assessment Reporting Systems (CPARS).

L.35 PROPOSAL INSTRUCTION – VOLUME III COST INFORMATION

- (a) Complete, as the first page of the cost proposal, a proposal cover sheet that includes the following information:
 - (1) Company name, division, address, telephone number, and e-mail address.
 - (2) Name, telephone number, and e-mail address of a primary point of contact and name, title and signature of an authorized representative.
 - (3) The government solicitation number.
 - (4) The date of submission.
 - (5) Name, address, and phone number of the government audit office and contract administrative office, if available.
 - (6) Proposed cost of each of the items listed in paragraph (b).
 - (7) A statement that the cost proposal has been prepared in accordance with applicable FAR and DEAR regulations, the Offeror's established estimating and accounting policies, and the requirements of this solicitation. List or reference each exception, if any, and provide complete rationale.

- (8) A statement granting the CO, or his/her representative, the right to examine the Offeror's books and records, at any time prior to contract award, which formed the basis for the cost proposal.
- (b) The Offeror shall provide the following written information for the evaluation of Volume III, Cost Information, as identified below. Given the nature of DOE's budget-based management and operating contracts, Offerors will not be required to provide, nor will the Government determine, an overall estimated total contract value for evaluation. Offeror's shall provide a separately priced cost proposal that consists of two parts:
 - (1) Proposed Total Available Award Fee
 - (2) The Offeror's Transition costs for July 1, 2012 through September 30, 2012.

(c) Total Available Award Fee

The Offeror shall complete the table in Section B.2-2(a). The Total Available Award Fee shall not exceed 8.0% of the Annual Fee Base for each applicable performance period.

(d) Transition Cost Proposal

For the contract's Transition Term (July 1, 2012 through September 30, 2012), the Offeror shall provide a transition cost estimate for proposed transition costs and Basis of Estimate thoroughly documenting the transition cost estimate to perform the phase-in transition activities specified in the Offeror's Transition Plan. The Basis of Estimate shall include how the proposed costs by cost element were derived. Offers should be sufficiently detailed to demonstrate their reasonableness and realism. These costs are to be proposed by major cost element in the format provided in Section L, Attachment G, "Summary of Transition Cost Worksheet." Each cost element identified in subparagraphs (1) through (3) below shall be supported by a separate detailed exhibit or schedule that includes the following cost information, as applicable. A separate fee is not allowable.

- (1) Labor: Identify proposed transition labor hours and unburdened labor rates by labor category and or/specific individual [including Key Personnel proposed under Section L-33, paragraph (a)]. Explain the basis for the Offeror's labor hour and labor rate estimates.
- (2) Indirect Costs: Identify any indirect expenses proposed to be allocated to the transition period. Indirect rate applications should be clearly identified showing allocation bases, rates, and results of the application. Identify if the proposed rates are Government approved rates and if so, provide evidence of the approval. If the rates are not Government approved rates, indicate how you have computed and applied the indirect costs,

including cost breakdowns. Show trends and budgetary data to provide a basis for evaluating the reasonableness of proposed rates.

NOTE: Home Office costs incurred during the transition period are allowable subject to Corporate Policy and Procedures, and FAR 31. These costs shall be billed as direct costs. It is recognized that some transition-related costs may be incurred after the initial transition period. These costs are also subject to Corporate Policy and Procedures, and FAR 31.

It should be noted that Home Office costs after transition are unallowable unless in accordance with Corporate Policy and Procedures, FAR 31 and approved by the CO in accordance with DEAR, DOE Policy, and the H Clause entitled "Home Office Expenses." . These costs shall be billed as direct costs. M&O contracts are not to be included in the CAS 403 Allocation of Home Office costs.

(3) Non-Labor Costs:

Note: The cost of relocating Key Personnel, whether incurred during or after the transition period, is to be included here and not as part of the Key Personnel costs below.

Identify proposed non-labor costs (including but not limited to materials, equipment, subcontracts, supplies, travel, relocation, and other direct costs) relating to the transition effort. Calculate all allowable travel costs, including destination, number of trips, number of travel days per employee, air fares, car rental, hotel, meals, other, and total travel cost. Reimbursed travel costs shall not exceed those identified in the FAR. Total costs of relocation, including type of cost (i.e. closing costs on old residence, house-hunting) for the Offeror's personnel to be relocated to SRS should be submitted. Submit a copy of the company's policy for reimbursement of relocation costs. Travel and relocation expenses will be subject to the FAR limitations unless the corporate policy is less.

Show the proposed non-labor quantities, unit prices, and extended amounts; and provide the basis of estimate and supporting documentation used to determine the proposed costs/prices.

Costs identified as transition related costs outside of the transition period shall be specifically identified and approved by the CO. These type costs are costs such as, but not limited to, relocation, home office support, consultants, etc. All such known or anticipated transition related costs which may be incurred outside the transition period shall be included in the Transition Cost Proposal.

(e) Responsibility Determination and Financial Capability

FAR 9.104-1(a), General Standards, requires that a prospective Offeror have adequate financial resources to perform the contract or the ability to obtain them in order to be determined responsible. It is the Offeror's responsibility to demonstrate its financial capability to complete this contract. Information

provided by the Offeror shall include, but not limited to, the following:

- (1) Financial Statements (audited, if available) and notes to the financial statements for the last three (3) fiscal years;
- (2) The information in subparagraph (1) above for each member of the Contractor team arrangement if a teaming arrangement is used;
- (3) The last three (3) annual reports for the parent corporation(s) or the organization(s) providing the Performance Guarantee Agreement. In order to consider the financial or other resources of the parent corporation entity(ies) or other guarantors, each of those entities must be legally bound, jointly and severally if more than one, to provide the necessary resources to the prospective Contractor and assume all contractual obligations of the prospective Contractor; and
- (4) Any available lines of credit.

Using the above information and other information, the Government will make a FAR Part 9, Contractor Qualifications responsibility determination of the prospective awardee. The Government may request a financial capability review of each Offeror from the DCAA as part of the Government's consideration in making the responsibility determination.

L.36 PRE-PROPOSAL CONFERENCE AND SITE TOUR

A pre-proposal conference is scheduled for TBD, at TBD. Offerors are urged to attend. In no event shall failure to participate in the pre-proposal conference constitute grounds for a claim against the Government.

A site tour is currently scheduled for TBD in conjunction with the Pre-Proposal Conference. Prospective Offerors interested in attending a site tour must register at wippmo@emcbc.doe.gov by TBD. In no event shall failure to participate in the site tour, if held, constitute grounds for a claim against the Government.

L.37 LIST OF ATTACHMENTS TO SECTION L

Attachment	Title
A	Performance Guarantee Agreement
B	Instructions for Small Business Subcontracting Plan
C	Intention to Propose
D	Standard Resume Format
E	Letter of Commitment
F	Relevant Experience and Past Performance Information
	Part 1 – Contractor Relevant Experience and Past-Performance Reference Information Worksheet
	Part 2 – Past Performance Letter
	Part 3 – Past Performance Information Questionnaire
G	Summary of Transition Cost Worksheet

PART IV- REPRESENTATIONS AND INSTRUCTIONS

SECTION L

ATTACHMENT A

PERFORMANCE GUARANTEE AGREEMENT

For value received, and in consideration of, and in order to induce the United States (the Government) to enter into Contract DE-_____ for the management and operation of the Waste Isolation Pilot Project (WIPP) (the "contract") dated _____, by and between the Government and _____ (Contractor), the undersigned, _____ (Guarantor), a corporation incorporated in the State of _____ with its principal place of business at _____

_____ hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the contract, and (b) the full and prompt payment and performance by Contractor of all other obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the contract, and Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the contract, in the event of a default by Contractor thereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt, or (iii) the assertion by the Government against Contractor of any of the Government's rights and remedies provided for under the contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the contract, or any modifications or amendments thereto, or any

other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to assure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, by-laws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement. In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on (date) _____.

NAME OF CORPORATION

NAME AND POSITION OF OFFICIAL
EXECUTING PERFORMANCE GUARANTEE
AGREEMENT ON BEHALF OF GUARANTOR

ATTESTATION INCLUDING APPLICATION
OF SEAL BY AN OFFICIAL OF GUARANTOR
AUTHORIZED TO AFFIX CORPORATE SEAL

PART IV- REPRESENTATIONS AND INSTRUCTIONS

SECTION L

ATTACHMENT B

SMALL BUSINESS SUBCONTRACTING PLAN MODEL

Federal Acquisition Regulation (FAR), paragraph 19.708 (b) prescribes the use of the clause at FAR 52.219-9 entitled "Small Business Subcontracting Plan." The following is a suggested model for use when formulating such subcontracting plan. While this model plan has been designed to be consistent with FAR 52.219-9, other formats of a subcontracting plan may be acceptable. However, failure to include the essential information as exemplified in this model may cause a delay in plan review and approval. The use of this model is not intended to waive other requirements that may be applicable under FAR 52.219-9. "Subcontract," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

MODEL SUBCONTRACTING PLAN OUTLINE

Contractor: _____

Address: _____

Solicitation Number: DE-SOL-0002555

Item/Service: Management and Operation of the WIPP

Amount of Contract for Combined FY2013 to FY2017: Estimated \$_____.

Period of Contract Performance:

Type of Plan (Check One)

_____ Individual Plan (All elements developed specifically for this contract and applicable for the full term of this contract)

_____ Master Plan (Goals developed for this contract; all other elements standard; must be renewed every three years.) [See FAR 52.219-9(f)(1)-(3)].

_____ Commercial Plan (Contractor sells large quantities of off-the-shelf commercial items to many Government agencies. Plans/goals are negotiated by a lead agency on a companywide basis rather than for individual contracts. Plan effective only during the year for which it is approved. The Contractor must provide a copy of the lead agency approval). [See FAR 19.704(d) and 52.219-9(g)].

I. Goals

The Contractor shall submit its proposed subcontracting goals each fiscal year during the term of this contract, or by such later date as authorized in writing by the CO. This submittal shall include goals for Small Business concern (SB), Veteran-owned Small Business concern (VOSB), Service-disabled Veteran-owned Small Business concern (SDVOSB), HUBZone Small Business concern (HubSB), Small Disadvantaged Business concern (SDB), and Women-owned Small Business concern (WOSB). The established goals will be incorporated into this plan by letter and will not require contract modification.

The proposed goals shall be based upon an established percentage of estimated commercial purchases, including those for Large Business concerns (LB), which will be derived from the current fiscal year budget. Goals may be changed within the first six months of each fiscal year with the approval of the CO. Goals for the utilization of SB, VOSB, SDVOSB, HubSB, SDB, and WOSB subcontractors shall be submitted as follows unless otherwise required by the CO.

The goals shall be expressed in both dollars and percentages for LB, SB, VOSB, SDVOSB, HubSB, SDB, and WOSB.

- A. The following percentage goals (expressed in terms of a percentage of total planned subcontracting dollars) are applicable to the contract period Year One. For each year of performance, revised goals will be negotiated when revised funding levels are determined and included in the contract by modification.
1. The total estimated dollar value of all planned subcontracting (to all types of business concerns) under this contract is * \$ TBD-AA (100%)
 - a. LB Concerns. Total estimated dollar value and percent of planned subcontracting with large businesses (all business concerns classified as "other than small") (% of 1. above): * \$ TBD-AA and TBD-AA %.
 - b. SB Concerns. Total estimated dollar value and percent of planned subcontracting with small businesses (include SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concerns) (% of 1. above): * \$ TBD-AA and TBD-AA %.
 - c. VOSB Concerns. Total estimated dollar value and percent of planned subcontracting with veteran-owned small businesses (% of 1. above): * \$ TBD-AA and TBD-AA %. This amount is included in the amount shown under A.1.b, above, as a subset.
 - d. SDVOSB Concerns. Total estimated dollar value and percent of planned subcontracting with service-disabled veteran-owned small businesses (% of 1. above): * \$ TBD-AA and TBD-AA %. This amount is included in the amount shown under A.1.b, above, as a subset.
 - e. HubSB Concerns. Total estimated dollar value and percent of planned subcontracting with HUBZone small businesses (% of 1. above): * \$

TBDAA and TBD-AA %. This amount is included in the amount shown under A.1.b, above, as a subset.

- f. SDB Concerns. Total estimated dollar value and percent of planned subcontracting with small disadvantaged businesses (% of 1. above): * \$ TBD-AA and TBD-AA %. This amount is included in the amount shown under A.1.b, above, as a subset.
- g. WOSB Concerns. Total estimated dollar value and percent of planned subcontracting with small women-owned businesses (% of 1. above): * \$ TBD-AA and TBD-AA %. This amount is included in the amount shown under A.1.b, above, as a subset.

*** TBD-AA: To Be Determined After Award**

- B. A description of all the types of products and/or services that will be acquired under this contract is necessary to determine how the subcontracted dollars are to be spent.
1. The following principal products and/or services will be subcontracted under this contract, and the types of businesses supplying them are as follows:

Subcontracted Product/Service	Business Size (Other, SB, VOSB, SDVOSB, SDB, HubSB, SDB, WOSB)	Subcontract % Description or Dollar Amount

(Attachment may be used if additional space is required.)

2. Include a description of the method used to develop the subcontracting goals for SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concerns; i.e., explain the method and state the quantitative basis (in dollars) used to establish the percentage goals; how the areas to be subcontracted to SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concerns were determined; and how the capabilities of SB, VOSB, SDVOSB, HubSB, SDB, and WOSB were determined. Include any source lists used in the determination process.

3. Indirect costs []-have []-have not been included in the dollar and percentage subcontracting goals stated above. (Check one)

4. If indirect costs have been included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concerns.

II. PROGRAM ADMINISTRATOR

The subcontracting plan is to be administered by the Contractor to assure that the provisions of applicable Law and the plan are implemented and performed. Any change in the name of the program administrator will be communicated without delay to the CO by letter and will not require an immediate contract modification. Such change(s), if any, will be included in the next applicable supplemental agreement contract modification.

The name, title, position within the corporate structure, and duties and responsibilities of the employee who will administer the Contractor's subcontracting program.

Name:

Title:

Address:

Telephone #:

Facsimile #:

E-Mail:

Duties: Has general overall responsibility for the Contractor's subcontracting program, i.e., developing, preparing, and executing individual subcontracting plans and monitoring performance relative to the requirements of this particular plan. The actual duties of how the administrator will carry out the requirements of this individual plan should be stated here. These duties may include, but are not limited to, the following activities:

- Developing and maintaining bidders lists of SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concerns from as many sources as possible.
- Ensuring that procurement packages are structured to permit participation of SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concerns to the maximum extent possible.
- Ensuring inclusion of SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concerns whose capabilities coincide with solicitations requiring their products or services.
- Reviewing solicitations to identify and remove any statements, clauses, etc., which may restrict or prohibit participation of SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concerns.
- Ensuring that proper documentation provided by bid proposal board if selection not made to SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concern that provided low bid.
- Ensure establishment and maintenance of records of solicitations and subcontract award activity.

- Attending or arranging for attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
- Monitoring achievement of proposed goals.
- Preparing and submitting semi-annual and annual subcontract reports.
- Coordinating Contractor's activities prior to and during conduct of Federal agency compliance reviews.
- Other duties include:

III. EQUITABLE OPPORTUNITIES AND OUTREACH EFFORTS

Describe efforts the Offeror will make to ensure that SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concerns will have an equitable opportunity to compete for and secure subcontracts. These efforts may include, but are not limited to, the following activities:

A. Outreach efforts to obtain sources:

1. Contacting minority and small business trade associations;
2. Contacting business development organizations;
3. Attending small and minority business procurement conferences and trade fairs;
4. Requesting sources from the Small Business Administration's Procurement Marketing and Access Network (PRO-Net), Central Contractor Registration (CCR);
5. Utilizing newspapers and magazine ads to encourage new sources.
6. Other participation in efforts or activities to expand the socioeconomic database for this contract.
7. Utilizing book references, catalogs, source lists, or other reference material to identify SB, VOSB, SDVOSB, HubSB, SDB, and WOSB sources before the acquisitions are placed by the buying activities.
8. Additional Efforts

B. Internal efforts to guide and encourage purchasing personnel:

1. Presenting workshops, seminars, and training programs on requirements of this plan;
2. Establishing, maintaining, and using SB, VOSB, SDVOSB, HubSB, SDB, and WOSB source lists, guides, and other data for soliciting subcontracts;
3. Monitoring activities to evaluate compliance with the subcontracting plan; and
4. Additional Efforts _____

IV. SUBCONTRACTING PLAN FLOWDOWN

The Contractor agrees to include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns," in all subcontracts that offer further subcontracting opportunities. All subcontractors, except small business concerns, which receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9 "Small Business Subcontracting Plan" (FAR 19.704). The prime Contractor cannot alter this requirement.

V. REPORTS AND SURVEYS

The Contractor gives assurance of:

- A. Cooperation in any studies or surveys that may be required by the contracting agency, or the U.S. Small Business Administration (SBA).
- B. Submission of periodic reports, which show compliance with the subcontracting plan.
- C. Submission of SF 294, "Subcontracting Report for Individual Contracts," and SF 295, "Summary Subcontract Report," in writing, in accordance with the instructions on the forms. Once the Government's Electronic Subcontract Reporting Systems (eSRS) becomes operational, the Contractor shall submit the SF 294 and SF 295 reports electronically to a single, government wide system, which can be accessed at the following website: www.esrs.gov. The eSRS is a single reporting tool for all subcontracting plan accomplishments, will streamline the reporting process, and provide the Government with immediate access to the Contractor's subcontracting data. The Contractor shall be responsible for inputting accurate and complete reports into the eSRS. Contractor reporting of SF 294 and SF 295 accomplishments using the eSRS will commence upon receipt of written notification from the CO's Representative.
- D. Ensuring that large business subcontractors with subcontracting plans agree to submit SF 294 and SF 295, version 10/2001 or any other version as determined necessary by the CO to comply with DOE internal procedures/practices.

Reporting Period	Report Due	Due Date
October 1 – March 31	SF 294	April 30th
April 1 – September 30	SF 294	October 30th
October 1 – March 31	SF 295	April 30th
October 1 – September 30	SF 295	October 30th

Addresses for submitting SF 294 and SF 295: The completed original written reports shall be submitted to (1) the cognizant CO elsewhere identified in the contract and (2) a courtesy copy to the cognizant SBA Procurement Center Representative.

VI. RECORDS AND PROCEDURES

The following is a recitation of the types of records and procedures the Contractor will maintain to demonstrate compliance with the requirements and goals in the subcontracting plan. These records will include, but are not limited to the following:

- A. If the prime Contractor is not using PRO-Net as its source for SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concerns, list the names of guides and other data identifying such vendors;
- B. Organizations contacted in an attempt to locate SB, VOSB, SDVOSB, HubSB, SDB, and WOSB sources;
- C. On a contract-by-contract basis, records on each subcontract solicitation resulting in an award of more than \$100,000 indicating whether SB, VOSB, SDVOSB, 8(a)SB, SDB, and WOSB concerns were solicited, and if not, why not; and if applicable, the reason that the award was not made to a small business concern;
- D. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conferences and trade fairs;
- E. Records to support internal guidance and encouragement provided to buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring of activities subcontract award data including the name, address, and business size of each subcontractor (this item is not required on a contract-by-contract basis for company or division-wide commercial plans);
- F. On a contract-by-contract basis, records to support subcontract award data including the name, address, and the business size of each subcontractor (this item is not required on a contract-by-contract basis for company or division-wide commercial plans); and
- G. Additional Records:

This subcontracting plan was submitted by:

Signed:

Typed Name:

Title:

Date:

Phone No.:

PLAN ACCEPTED BY: _____
Contracting Officer Date:

PART IV- REPRESENTATIONS AND INSTRUCTIONS

SECTION L

ATTACHMENT C

INTENT TO PROPOSE

SOLICIATION NUMBER: DE-SOL-0002555

☐ We do intend to submit a proposal or bid.

☐ We do not intend to submit a proposal or bid for the following reasons:

Typed or printed Name: _____

Title: _____

Date: _____

Name and address of firm or organization (including Zip Code):

NOTE: Unless otherwise stated in the solicitation, no other solicitation material should be returned if you do not intend to submit a proposal/bid.

Mail or Fax To:

Bill Hensley, Contracting Officer
U. S. Department of Energy
Environmental Management Consolidated Business Center
110 Boggs Lane, Suite 450
Springdale, OH 45246
Facsimile: (513) 246-0075

PART IV- REPRESENTATIONS AND INSTRUCTIONS

SECTION L

ATTACHMENT D

STANDARD RESUME FORMAT

Name of Key Person:

Name of Contractor:

Proposed Position with Contractor:

Name of Company with whom Key Person will be Employed:

Duties and Responsibilities in Proposed Position:

Education: (Provide degree(s) earned, discipline(s), year(s) degree(s) attained, and institution(s); if degree is incomplete, identify the number of hours earned towards degree.

Experience: (Starting with current position and working backwards: Identify, name and address of employer, dates of employment, position titles, specified duties and responsibilities, and name, title and phone number of supervisor. Address specific information on leadership, qualifications, and experience relevant to the proposed position, including individual leadership and technical expertise qualities).

Professional Affiliations, Registrations, Certifications and Licenses:

Publications, Awards, Honors and Professional Recognition: (Please list, but do not attach copies)

Professional Development: (Attach a list of all special/job related training. This is excluded from the page limitation specified in Section L.34(a))

Security Clearance (Type and Level):

Three References:

(Include, Name, title, company/organization, address, phone number and e-mail address, position you held for which the reference is being provided, description of your position and duties at the time the reference is being provided, if applicable)

PART IV- REPRESENTATIONS AND INSTRUCTIONS

SECTION L

ATTACHMENT E

LETTER OF COMMITMENT

The Offeror shall submit a signed Letter of Commitment from each proposed Key Personnel, which states that the information contained in the resume submitted as part of the proposal is true and correct, and that the individual will accept the proposed position. Letters of Commitment shall also include a statement that the Key Personnel will work in the proposed position for two years. The Letter of Commitment shall state:

“I hereby certify that the resume submitted as part of the proposal is true and correct, and _____ (insert name of individual proposed) will accept the proposed position) if _____ (insert name of Contractor) receives the award and will perform in the proposed position for a period of not less than two years from the date of award.

Name (Print): _____

Signature: _____ Date: _____”

PART IV- REPRESENTATIONS AND INSTRUCTIONS

SECTION L

ATTACHMENT F

RELEVANT EXPERIENCE AND PAST PERFORMANCE INFORMATION (Part 1)

Contractor Relevant Experience and Past-Performance Reference Information Worksheet

(See instructions on the following page)

- | | |
|---|---|
| 1. Complete name of Government agency, commercial firm, or other organization | |
| 2. Complete address | |
| 3. Contract/task order number or other reference and type | 4. Date of contract/task order |
| 5. Date work commenced | 6. Date work was completed |
| 7. Contract/Task Order Type and Contract/Task Order Value | 8. Final amount invoiced or amount invoiced to date |
| 9a. Technical point of contact (name, title, company/agency, address, telephone number, fax number, and e-mail address) | 9b. Contracting point of contact (name, title, company/agency, address, telephone number, fax number, and e-mail address) |
| 9c. Environmental Regulator point of contact (name, title, company/agency, address, telephone number, fax number, and e-mail address) | 10. Consultants and partners/subcontractors used (names, addresses, and phone numbers) |
| 11. Contract/Task Order/Project Title | |
| 12. Description of contract/task order work (Describe nature and scope) | |

Attach additional sheet if necessary (one additional sheet maximum)

13. Current Status of Contract (choose one)
- ☐ Work Continuing, On Schedule
- ☐ Work Continuing, Behind Schedule
- ☐ Work Completed, No further Action Pending or Underway
- ☐ Work Completed, Routine Administrative Action Pending or Underway
- ☐ Work Completed, Litigation Pending or Underway
- ☐ Terminated for Convenience
- ☐ Terminated for Default
- ☐ Other (explain):

Instructions for Completing the Reference Information Worksheet

- Item 1 Insert the complete name and address of the customer, including parent organization, if any. Do not use acronyms.
- Item 2 Insert the customer's complete address, including both post office box and street address, if applicable.
- Item 3 Insert any contract number or other contract reference used by the customer and contract type.
- Item 4 Insert the date on which the contract came into existence.
- Item 5 Insert the date on which you started to perform the work.
- Item 6 Insert the date on which the customer agreed that the work was satisfactorily completed (including substantial completion), aside from any pending or on-going administrative actions, claims negotiations, or litigation.
- Item 7 Insert the contract type and contract value (separately listing fee if cost-type).
- Item 8 Insert the final sum of all invoices, or the sum of all invoices to date, including agreed upon and disputed amounts, paid and awaiting payment.
- Item 9a Insert the name, title, company/agency, address, telephone number, facsimile number, and e-mail address (if available) of the program or project manager, quality assurance representative, or other customer technical representative who is most familiar with the quality of your work under the contract.
- Item 9b Insert the name, title, company/agency, address, telephone number, facsimile number, and e-mail address (if available) of the contracting officer, purchasing agent, or other customer contracting or purchasing representative who is most familiar with your work under the contract.
- Item 9c Insert the name, title, company/agency, address, telephone number, facsimile number, and e-mail address (if available) of (a) lead environmental regulator(s) or a State regulatory office director under whose authority environmental regulations would be enforced.
- Item 10 Insert names and phone numbers of consultants and partners/subcontractors used.
- Item 11 Insert the title of the project and/or contract.
- Item 12 Describe the nature and scope of the work. Describe the relevance of the work to the current acquisition and discuss performance. The objective is to show how the work that you did or are doing is similar in nature and scope to the work that is to be performed under the contract contemplated by the request for proposals. Describe any unusual circumstances of performance or problems that may be relevant to the work that is to be performed. Tell your side of the story of any conflicts with the customer concerning which they may make adverse remarks about your performance. Describe any actions that you have taken or plan to take to correct any shortcomings in your performance.
- Item 13 Check the box which most accurately describes the current contract status.

PART IV- REPRESENTATIONS AND INSTRUCTIONS

SECTION L

ATTACHMENT F

PAST PERFORMANCE INFORMATION (Part 2)

Past Performance Letter

Date _____

Dear _____:

We are currently responding to the Department of Energy Request for Proposal No. DE- SOL-0002555 for the management and operation of the Waste Isolation Pilot Project (WIPP).

We are asking for your assistance in completing the attached questionnaire and forwarding to the DOE to aid in its evaluation of our past performance. Please return the completed questionnaire to the following address within 7 calendar days:

United States Department of Energy
Environmental Management Consolidated Business Center
Attn: Bill Hensley, Contracting Officer
110 Boggs Lane, Suite 450
Springdale, OH 45246

Please mark the envelope:

“PROCUREMENT SENSITIVE SOURCE SELECTION INFORMATION - SEE
FAR 3.104”

“TO BE OPENED ONLY BY THE CONTRACTING OFFICER”

Respondents are strongly encouraged to provide an explanatory narrative under Additional Comments in the attached form. If more space is needed, please attach additional pages.

PART IV- REPRESENTATIONS AND INSTRUCTIONS

SECTION L

ATTACHMENT F

PAST PERFORMANCE INFORMATION (Part 3)

Past Performance Information Questionnaire

Past Performance Information Questionnaire for: _[Insert Name of Offeror]

Respondent: Please fill in the following table:

1. Complete Name and Title of Responder :
 2. Company or Agency Name, Address, Telephone Number, Facsimile Number (w/Area Code), and E-mail Address:
 3. Contract Name or Title, Contract Number and Type of Contract:
 4. Signature:
- | | |
|---------------------|--|
| 4 = Outstanding | Performance was substantially and consistently above contract requirements. Contractor displayed an overall superior understanding of contract requirements, and used innovative approaches leading to enhanced performance. |
| 3 = Good | Performance was above minimum contract requirements. Contractor displayed a thorough understanding of contract requirements. |
| 2 = Satisfactory | Performance met minimum contract requirements. |
| 1 = Marginal | Performance was below minimum contract requirements. Contractor displayed a lack of thorough understanding of contract requirements in one or more significant performance areas. |
| 0 = Unsatisfactory | Performance completely failed to meet the minimum contract requirements. Contractor displayed a total lack of understanding of contract requirements. |
| NA = Not Applicable | |
| DK = Don't Know | No knowledge available to respond to this question. |

For any rating(s) less than 2, please attach an explanatory narrative. We greatly appreciate your time and assistance in completing this questionnaire.

[Page 1 of 3]

Past Performance Information Questionnaire for: [Insert Name of Offeror]

1. How would you rate the Contractor's performance in the following areas:
 Meeting contract milestones? [4] [3] [2] [1] [0] [NA] [DK]
 Submitting deliverables timely? [4] [3] [2] [1] [0] [NA] [DK]
 Adherence to contract schedules? [4] [3] [2] [1] [0] [NA] [DK]
2. How would you rate the Contractor's ability to perform within the contract ceiling or estimated cost? [4] [3] [2] [1] [0] [NA] [DK]
3. Did the Contractor utilize cost efficiencies in performance of your contract? [4] [3] [2] [1] [0] [NA] [DK]
4. How would you rate the Contractor's cost performance? [4] [3] [2] [1] [0] [NA] [DK]
5. How would you rate the Contractor's ability to recruit and retain, well-qualified key personnel? [4] [3] [2] [1] [0] [NA] [DK]
6. Did the Contractor utilize an effective project management system that included planning, budgeting, status tracking, reporting, baseline management, critical path analysis, and work breakdown structure? [4] [3] [2] [1] [0] [NA] [DK]
7. How would you rate the Contractor's ability to create teaming/partnering relationships to achieve project goals? [4] [3] [2] [1] [0] [NA] [DK]
8. How would you rate the Contractor's ability to integrate activities with other Contractors on multiple Contractor sites? [4] [3] [2] [1] [0] [NA] [DK]
9. Was the Performance Work Statement executed effectively by the Contractor in a consistently high quality manner? [4] [3] [2] [1] [0] [NA] [DK]
10. How would you rate the Contractor's responsiveness to technical direction? [4] [3] [2] [1] [0] [NA] [DK]
11. Was the Contractor's Environment Safety & Health (ES&H) program in compliance with contract requirements and protective of workers, public, and the environment? [4] [3] [2] [1] [0] [NA] [DK]

Past Performance Information Questionnaire for: [Insert Name of Offeror]

- | | | | | | | |
|---|-------------|-----|-----|-----|-----|------|
| 12. Was the Contractor effective in subcontract management and did it meet subcontracting goals? | [4]
[DK] | [3] | [2] | [1] | [0] | [NA] |
| 13. Did the Contractor provide an effective and efficient transition from the previous Contractor? | [4]
[DK] | [3] | [2] | [1] | [0] | [NA] |
| 14. Did the Contractor effectively manage regulatory compliance programs and regulatory interfaces? | [4]
[DK] | [3] | [2] | [1] | [0] | [NA] |
| 15. Did the Contractor develop and implement an effective quality assurance program? | [4]
[DK] | [3] | [2] | [1] | [0] | [NA] |
| 16. Did the Contractor effectively implement human resources requirements and manage labor relations? | [4]
[DK] | [3] | [2] | [1] | [0] | [NA] |
| 17. Did the Contractor manage effectively including cooperation with the technical representatives, the Contracting Officer, and other stakeholders showing flexibility and responsiveness? | [4]
[DK] | [3] | [2] | [1] | [0] | [NA] |
| 18. Was the Contractor effective in working with organized labor, community groups, media, and other stakeholders? | [4]
[DK] | [3] | [2] | [1] | [0] | [NA] |
| 19. Provide an overall assessment of the Contractor's performance. | [4] | [3] | [2] | [1] | [0] | |
| 20. Would you hire this Company again? | [] | Yes | [] | No | | |

Additional Comments:

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

PART IV- REPRESENTATIONS AND INSTRUCTIONS

SECTION L

ATTACHMENT G

SUMMARY OF TRANSITION COST WORKSHEET

Transition Cost by Cost Element

**Contact Transition
Period**

7/1/12 - 9/30/12

Direct Labor

***Insert Direct Labor Hours and Categories
(e.g Accountant, Buyer, etc.)*

Fringe Benefits

Direct Labor Overhead

Materials

Equipment

Subcontract Costs

Supplies

Travel

Relocation

Other Direct Costs

Subtotal Offeror Proposed Cost

-

G&A Costs

Total Proposed Transition Cost

-